

00201-OSE

STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

1 STANDARD SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 These Standard Supplemental Instructions To Bidders amend or supplement Instructions To Bidders (AIA Document A701-1997) and other provisions of Bidding and Contract Documents as indicated below.
- 1.2 Compliance with these Standard Supplemental Instructions is required by the Office of State Engineer (OSE) for all State projects when competitive sealed bidding is used as the method of procurement.
- 1.3 All provisions of A701-1997, which are not so amended or supplemented, remain in full force and effect.
- 1.4 Bidders are cautioned to carefully examine the Bidding and Contract Documents for additional instructions or requirements.

2 RELATED DOCUMENTS

- 2.1 AIA Document A701-1997, hereby incorporated by reference.
- 2.2 Document SE-310, *Invitation For Construction Bids*
- 2.3 Document SE-330, *Bid Form*
- 2.4 Document 00811-OSE, *Standard Supplementary Conditions*
- 2.5 Other documents that may be identified in the Bidding and Contract

3 MODIFICATIONS TO A701-1997

- 3.1 *Delete Paragraph 1.1 and insert the following:*

1.1 BIDDING DOCUMENTS include the Bid Requirements and the proposed Contract Documents.

1.1.1 Bid Requirements consist of the SE-310, *Invitation for Construction Bid*, AIA Document A701-1997, *Instructions to Bidders*, this Section 00201-OSE, *Standard Supplementary Instructions to Bidders*, the SE-330, *Bid Form* and any supplemental Instructions to Bidders included in the Bidding Documents, and all Addenda issued prior to the receipt of Bids.

1.1.2 Contract Documents consist of the AIA Document A101-1997, *Standard Form of Agreement Between Owner and Contractor*, AIA Document A201-1997, *General Conditions of the Contract for Construction*, 00811-OSE, *Standard Supplementary Conditions*, Additional Supplementary Conditions, the Scope of Work as indicated on the Plans and the Specifications, the Contractor's Bid and Contract Modifications issued after execution of the Contract. All forms shall be referenced hereafter by the form number only. The Contract Documents shall govern the Work under all Divisions and Sections the same as if incorporated therein.

1.1.3 Contract Modifications may be one of the following:

- 1.1.3.1** A written amendment to the Contract signed by both parties;
- 1.1.3.2** A Change Order.
- 1.1.3.3** A Construction Change Directive;
- 1.1.3.4** A written order for a minor change in the Work issued by the A/E.

- 3.2 *Delete Paragraph 1.8 and insert the following:*

1.8 BIDDER is a person or entity who submits a Bid to the Agency.

- 3.3 *Add the following subparagraph:*

1.10 ARCHITECT/ENGINEER (A/E) - A person or firm who performs professional services associated with the practice of architecture, professional engineering, land surveying, landscape architecture and interior design pertaining to construction, as defined by the SC Code of Laws, as well as incidental services that members of these professions and those in their employ may logically or justifiably perform, including studies, investigations, surveys, evaluations, consultations, planning, programming conceptual designs, plans and specifications, cost estimates, inspections, shop drawing reviews, sample recommendations, preparation of operating and maintenance manuals and other related services. In the absence of an A/E, the Agency assumes the role of the A/E.

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- 3.4** *Add the following subparagraph:*
- 1.12** Wherever the word "Architect" or "A/E" appears in the INSTRUCTIONS TO BIDDERS and herein, the intent is the design professional with whom the Agency has a contractual agreement.
- 3.5** *Add the following subparagraph:*
- 1.13** Wherever the word "Owner" or "Agency" appears in the INSTRUCTIONS TO BIDDERS and herein, the intent is the Agency with whom the successful Bidder will have a contractual agreement
- 3.6** *Add the following subparagraph:*
- 1.14** Wherever the phrase "in the form of" or similar appears in the Contract Documents, that phrase shall be taken to permit the use of alternative forms, provided all information required by the referenced form is submitted in a format acceptable, in their sole discretion, to the Agency and the OSE. Where the Bidder or Contractor is directed to use a specific form, that form shall be used without exception.
- 3.7** *Delete Subparagraph 2.1.3 and insert the following:*
- 2.1.3** The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents and has accepted full responsibility for any pre-bid existing conditions that would affect the Bid that were obvious and could have been ascertained by a site visit.
- 3.8** *Add the following subparagraph:*
- 2.1.5** The workplace will be maintained drug-free in accordance with Title 44, Chapter 107 of the SC Code of Laws, as amended.
- 3.9** *Add the following paragraph:*
- 2.2** If a Mandatory Pre-Bid Conference is specified in the SE-310, then:
- 2.2.1** Prospective Bidders are required to be represented at a Mandatory Pre-Bid Conference, at the specified time, date and place;
- 2.2.2** Only those prospective Bidders that are represented and are listed on the sign-in sheet will be allowed to submit Bids on the Work;
- 2.2.3** When it is in the best interest of the Agency, the Agency shall have the right to schedule more than one Mandatory Pre-Bid Conference. All prospective Bidders shall be represented and listed on the sign-in sheet of at least one Mandatory Pre-Bid Conference to be eligible to bid the Work.
- 3.10** *Add the following paragraph:*
- 2.3** If the Agency has scheduled only one Mandatory Pre-Bid Conference and only one prospective Bidder is represented at the Conference, then either:
- 2.3.1** The Pre-Bid Conference will be canceled and rescheduled for a later date to be advertised in the *South Carolina Business Opportunities (SCBO)*; or,
- 2.3.2** An additional Mandatory Pre-Bid Conference will be scheduled at a later date to be advertised in *SCBO* and which must be attended by at least one additional prospective Bidder; or,
- 2.3.3** A non-mandatory Pre-Bid Conference will be scheduled at a later date as advertised in *SCBO*; or,
- 2.3.4** The project will be re-advertised in *SCBO* for open bidding under the conditions specified in the new advertisement.

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3.11 *Add the following paragraph:*

2.4 The A/E will publish, prior to the Bid opening, an Addendum to the Contract Documents listing, the prospective Bidders that were represented and signed-in at the Mandatory Pre-Bid Conference(s).

3.12 *Delete paragraph 3.1 and substitute the following:*

3.1 COPIES OF BIDDING DOCUMENTS

3.1.1 Bidders and Sub-bidders may obtain complete sets of the Bidding Documents from the office designated in the SE-310 for the sum stated therein.

3.1.2 If the deposit is listed as refundable on the SE-310, then:

3.1.2.1 The deposit will be refunded to all plan holders that return the Bidding Documents in good condition within ten (10) days; or

3.1.2.2 The cost of replacement of missing or damaged documents will be deducted from the deposit; and,

3.1.2.3 A Bidder receiving a Contract Award may retain the Bidding Documents and the Bidder's deposit will be refunded.

3.1.3 Bidders and sub-bidders shall use complete sets of Bidding Documents in preparing Bids or sub-Bids; neither the Agency nor A/E assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents. Partial sets of Bidding Documents will not be issued.

3.1.4 The Agency and A/E have made copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

3.13 *Delete subparagraph 3.2.1 and substitute the following:*

3.2.1 The Bidder and each sub-Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid or sub-Bid is submitted. The Bidder and each sub-Bidder shall examine the site and local conditions, such as, but not limited to, location, accessibility, general character of the site or building and the extent of existing work within or adjacent to the site, and shall incorporate the impact, if any, of such conditions into the Bid submitted.

3.14 *Delete subparagraph 3.2.2 and substitute the following:*

3.2.2 Bidders and sub-Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the A/E at least ten (10) days prior to the date for receipt of Bids. No oral interpretations in regard to the meaning of Plans and Specifications will be made and no oral instructions will be given prior to the award of the Contract.

3.15 *Delete subparagraph 3.3.1 and substitute the following:*

3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. Reference in the Bidding Documents to the words "or equal" and "or approved equal" shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition.

3.16 *Delete subparagraph 3.3.4 and substitute the following:*

3.3.4 No substitutions during construction for specified items shall be allowed unless they are recommended by the A/E and approved by the Agency.

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3.17 *Delete subparagraph 3.4.3 and substitute the following:*

3.4.3 No Addenda will be issued later than the fifth (5th) calendar day prior to the date set for receipt of Bids, except to:

3.4.3.1 withdraw the request for Bids; or,

3.4.3.2 postpone the date for receipt of Bids.

3.18 Add the following subparagraph:

3.4.5 When the date for receipt of Bids is to be postponed and there is insufficient time to issue a written Addendum prior to the original Bid Date, prospective Bidders shall be notified by telephone, fax or other appropriate means with immediate follow up with a written Addendum. This Addendum shall verify the postponement of the original Bid Date and establish a new Bid Date. The new Bid Date shall be no earlier than the fifth (5th) calendar day after the date of issuance of the Addendum postponing the original Bid Date.

3.19 *Add the following subparagraph:*

3.4.6 Bid Forms wherein the Bidder fails to acknowledge all issued Addenda by number shall be rejected as non-responsive, except for the following:

3.4.6.1 The Addendum only gives clarifications or lists attendees at a Mandatory Pre-Bid Conference; or,

3.4.6.2 The Bid received clearly indicates that the Bidder received the Addendum, such as where the Addendum added another item to the Invitation for Construction Bids and the Bidder submitted a Bid thereon; or,

3.4.6.3 The Addendum clearly would have had no effect or merely a trivial or negligible effect on price, quality, quantity, or delivery, and does not affect the relative standing of the Bidders. Under no circumstances can the Bid Amount be changed or modified.

(1) **Trivial Or Negligible Effect** shall be defined as an increase in the Base Bid amount of the apparent low bidder, not to exceed one percent (1%) of the Base Bid amount. There shall be no percentage limitation if the Addendum decreases the cost of the Work. The cost of the Addendum shall be determined by the A/E or by the Agency's procurement officer.

(2) **Relative Standing Of The Bidders** shall mean that the order of the Bidders would be the same regardless of the Addendum. If the estimated cost of the Addendum (regardless of the percent of increase) exceeds the difference between the Bids of the apparent low bidder and the second-low bidder, then the Bid of the apparent low bidder shall be rejected as non-responsive.

3.20 *Delete subparagraph 4.1.1 and substitute the following:*

4.1.1 Bids shall be submitted on the SE-330 included in the Bidding Documents, or on true copies thereof, and signed in ink or other indelible media. The Bidder shall make no stipulations or qualify its Bid in any manner not permitted on the Bid Form.

3.21 *Delete subparagraph 4.1.4.*

3.22 *Delete subparagraph 4.1.5 and substitute the following:*

4.1.5 All requested Alternates must be bid.

4.1.5.1 Indicate either a dollar amount or the words "zero" or "No Change"

4.1.5.2 Indicate "ADD TO" or "DEDUCT FROM" for each Alternate,

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3.23 *Delete subparagraph 4.1.6.*

3.24 *Delete subparagraph 4.1.7.*

3.25 *Add the following subparagraph:*

4.1.8 Unsigned Bids shall be rejected; provided however, that an unsigned Bid shall not be rejected when it is accompanied by a properly prepared Bid Security or by other material indicating the Bidder's intention to be bound by the unsigned document, such as the submission of a Bid Guarantee with the Bid or a letter with the Bid signed by the Bidder, referring to and identifying the Bid itself.

3.26 *Add the following subparagraph:*

4.1.9 Subcontractor(s) listed on page BF-2 of the SE-330 to perform Alternate Work may be used for both the Alternate and Base Bid Work, if the Alternate is accepted.

3.27 *Delete paragraph 4.2 and substitute the following:*

4.2 BID SECURITY

4.2.1 If required as stated in the SE-310, each Bid shall be accompanied by Bid Security in the dollar amount, if any, listed on the SE-330, or in an amount of not less than five percent (5%) of the Base Bid. The Bid Security shall be:

4.2.1.1 Written on SE-335, *Bid Bond*, made payable to the Agency; or,

4.2.1.2 An electronic Bid Bond authorization number issued by a firm or organization authorized by the surety to receive, authenticate and issue binding electronic Bid Bonds on behalf the surety; or,

4.2.1.3 In the form of a certified cashier's check.

4.2.2 By providing an electronic bid bond authorization code and signing the Bid Form, the Bidder is certifying that an electronic bid bond has been executed by a Surety meeting the standards required by the Bidding Documents and the Bidder and Surety are firmly bound unto the State of South Carolina under the conditions of the SE-335 provided in the Bidding Documents.

4.2.3 To be acceptable, a Bid Bond shall:

4.2.3.1 Be issued by a surety company licensed to do business in South Carolina;

4.2.3.2 Be issued by a surety company having, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty". In addition, the surety shall have a minimum "Best Financial Strength Category" of "Class V, and in no case less than five (5) times the contract amount.

4.2.3.3 Be accompanied by a certified and current power of attorney by the attorney-in-fact who executes the bond on the behalf of the surety company; and,

4.2.3.4 Be enclosed in the bid envelope at the time of Bid Opening, either in paper copy or as a Bid Bond authorization number provided on the Bid Form.

4.2.4 By providing Bid Security, the Bidder pledges to enter into a Contract with the Agency on the terms stated in the Bidding Documents and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. The Bidder shall forfeit to the Agency as liquidated damages the amount of the Bid Security if the Bidder fails to:

4.2.4.1 Correct any Bid deficiency as required by the Bidding Documents and allowed by law; or,

4.2.4.2 Enter into such Contract; and,

4.2.4.3 Furnish such bonds, if required.

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- 4.2.5** The Agency shall have the right to retain the Bid Security of any or all Bidders until such time as one of the three conditions listed below has been met.
- 4.2.5.1** The Contract for Construction has been executed and both Labor and Material Payment and Performance Bonds, if required, have been furnished; or,
 - 4.2.5.2** The specified time has elapsed so that Bids may be withdrawn; or,
 - 4.2.5.3** The Agency has rejected all Bids.
- 4.2.6** Bidders submitting a Bid Security not meeting the required amount, surety rating or financial strength rating shall have one working day from the Bid Opening to cure the deficiency or the Bid shall be considered non-responsive. The Bid Security amount submitted with the Bid must be at least 80% of the required amount to be eligible for correction.
- 3.28** *Delete Subparagraph 4.3.1 and substitute the following:*
- 4.3.1** All copies of the Bid, the Bid Security, if any, and all other documents required to be submitted with the Bid should be enclosed in a sealed opaque envelope. The Bid Envelope should be addressed to the party receiving the Bids and shall be identified with the Project Name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted.
- 3.29** *Delete subparagraph 4.3.3 and substitute the following:*
- 4.3.3** The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- 4.3.3.1** Bidders attending the Bid Opening should bring Bids to the place of the Bid Opening as shown in the SE-310. The Bids should be given to the procurement officer of the Agency or his designee (includes the A/E) prior to the time of the Bid Opening.
 - 4.3.3.2** Bids sent by mail or special delivery service (UPS, Federal Express, etc.) should be labeled "SEALED BID ENCLOSED", and shall be addressed to the Agency designated purchasing office as shown in the SE-310. Delivery of Bids to the above location shall be prior to the time of Bid Opening. Bids not received at the above location or Agency's mail room, prior to the time of Bid Opening, will be rejected.
- 3.30** *Add the following subparagraph:*
- 4.3.5** Any other or special documents requested of the Bidder in these Bidding Documents shall be included in the Bid Envelope. If they are not included with the Bid Envelope, the Bidder shall have twenty-four (24) hours from the time of the Bid Opening to provide these documents or its Bid shall be considered non-responsive.
- 3.31** *Add the following subparagraph:*
- 4.3.6** The official time for receipt of Bids shall be determined by reference to the clock designated by the Agency procurement officer or his designee. The procurement officer conducting the Bid Opening shall determine and announce that the deadline has arrived and no further Bids or bid modifications will be accepted. All Bids and bid modifications in the possession of the procurement officer at the time the announcement is completed shall be considered timely, whether or not the bid envelope has been date/time stamped or otherwise marked by the procurement officer.
- 3.32** *Delete subparagraph 4.4.2 and insert the following:*
- 4.4.2** Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such modification shall be in writing on the Bid Form contained in the Bidding Documents or a true copy thereof, and over the signature of the Bidder.

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- 3.33** *Delete Article 5 in its entirety and substitute the following:*

ARTICLE 5 CONSIDERATION OF BIDS

5.1 COMPLIANCE WITH REQUIREMENTS. To be considered, Bids shall be made in accordance with these Instructions to Bidders. Failure to comply with these bidding requirements may cause a bid to be rejected.

5.2 OPENING OF BIDS

5.2.1 Bids received on time will be opened publicly and read aloud. Bids that are determined, as the time of opening, to be non-responsive shall not be read. If all Bids are to be rejected, the Agency shall announce the reason(s) therefore.

5.2.2 The date and location of the posting of the SE-370, *Notice of Intent to Award* as listed in Article 9 of this 00201-OSE will be announced.

5.2.3 The Agency shall send a copy of the final Bid Tabulation to all Bidders within ten (10) working days of the Bid Opening.

5.2.4 If the Project is to be awarded, the Agency shall send a copy of the SE-370 to all Bidders after posting.

5.2.5 If only one Bid is received, the Bid shall be opened and considered.

5.3 REJECTION OF BIDS

5.3.1 The Agency shall have the right to reject any or all Bids, reject a Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents, or reject a Bid which is in any way incomplete or irregular.

5.3.2 Bids shall be rejected for any of the following reasons, which include, but are not limited to:

5.3.2.1 Failure by a Bidder to be represented at a Mandatory Pre-Bid Conference or site visit; or,

5.3.2.2 Failure to deliver the Bid on time; or,

5.3.2.3 Failure to comply with Bid Security requirements, except as allowed herein; or,

5.3.2.4 Listing an invalid electronic Bid Bond authorization number on the bid form; or,

5.3.2.5 Failure to Bid an Alternate; or,

5.3.2.6 Failure to list qualified Subcontractors as required by law, or,

5.3.2.7 Showing any modification(s) or exception(s) qualifying the Bid; or,

5.3.2.8 Faxing a Bid directly to the Agency or their representative; or,

5.3.2.9 Failure to include in the Bid Envelope all items required by the Bidding Documents; or,

5.3.2.10 Failure to include a properly executed Power-of-Attorney with the bid bond.

5.3.3 Bids shall not be rejected for the following reasons, which include, but are not limited to:

5.3.3.1 Failure to write "Sealed Bid Enclosed" on the outside of the mailing envelope; or,

5.3.3.2 Failure to seal the Bid envelope; or,

5.3.3.3 Listing a modification to the Bid on the outside of the Bid envelope, provided however that such modifications will not be considered; or,

5.3.3.4 Failure to list any information on the envelope other than that which may be required by law; or,

5.3.3.5 Providing a fax copy or other reproduction of any or all Bidding Documents in the Bid envelope; or,

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5.3.3.6 Failure to indicate "ADD TO" or "DEDUCT FROM" on an Alternate, but only when the adjustment is obvious; or,

5.3.3.7 Failure to provide an Incremental Price or a Unit Price when requested on the SE-330; or,

5.3.3.8 Providing additional listings of "Subcontractor Specialty" beyond those listed on the SE-330; or,

5.3.3.9 Failure of the Bidder to sign the Bid, provided it is accompanied by a properly prepared Bid Security, or other information, as required by this Section; or,

5.3.3.10 Providing a reproduction of a signature on any or all Bidding Documents; or,

5.3.3.11 Failure of the corporation to include its seal on the Bid; or,

5.3.3.12 Bid Bond not signed by the bidder but only if the bond has been properly executed and signed by the bonding company or agent.

5.3.3.13 Immaterial variation from the exact requirements of the Bidding Documents.

5.3.4 Bidders shall have one (1) working day from the time of Bid opening to correct the following deficiencies:

5.3.4.1 Failure to provide five percent (5%) Bid Security when required, provided that the Bidder did furnish Bid Security in the proper form equal to at least eighty (80) percent of that required in the SE-310; and,

5.3.4.2 Failure to provide a Bid Bond with the proper surety rating and financial strength, provided that the Bidder did furnish Bid Security in the proper form equal to at least eighty (80) percent of that required in the SE-310.

5.4 ACCEPTANCE OF BID (AWARD)

5.4.1 INTENT TO AWARD. It is the intent of the Agency to award a Contract to the lowest evaluated responsive bid submitted by a responsible Bidder. The Agency reserves the right to conduct discussions with apparent responsive bidders for the purpose of clarification to assure full understanding of the requirements of the Invitation for Bid.

5.4.2 MULTIPLE BASE BIDS. When the bid documents solicit multiple base bids, it is the intent of the Agency to award a Contract to the responsible Bidder submitting the lowest responsive bid on the accepted base bid. For an example of this procedure, see Chapter 5.2. Part 5.2.6 of the Manual for Planning and Executing State Permanent Improvement Projects – Part II [see OSE Web Site <http://www.mmo.sc.gov/MMO/ose/MMO-ose-manual.phtm>]. Each base bid is a separate, independent bid and not an add to another bid. Award will only be made on one of the multiple base bids.

5.4.3 REJECTION OF BIDS. The Agency shall have the right to reject all Bids; to reject Unit Prices proposed in a Bid without invalidating other portions of the Bid; to waive informalities or irregularities in a Bid received and to accept that Bid which, in the Agency's judgment, is in the Agency's own best interests. Failure by the Bidder to correct any deficiency as requested may cause the Bid to be rejected as non-responsive.

5.4.4 CONTRACT EXECUTION. The Agency shall not enter into a Contract in excess of \$50,000 to the lowest responsible and responsive Bidder before the eleventh (11th) day after the SE-370, *Notice of Intent to Award* is posted. If only one bid is received and determined to be both responsive and responsible, award may be made and the contract executed after posting the SE-370 without the ten-day waiting period.

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3.34 *Delete Article 6 in its entirety and substitute the following:*

ARTICLE 6 CONTRACTOR'S QUALIFICATIONS

6.1 STANDARDS OF RESPONSIBILITY. A prospective Contractor shall be considered as meeting the State's standards of responsibility when the firm has:

6.1.1 Appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements; and,

6.1.2 A satisfactory record of performance; and,

6.1.3 A satisfactory record of integrity; and,

6.1.4 Is qualified legally to contract with the State; and,

6.1.5 Has supplied all necessary information in connection with the inquiry concerning responsibility.

6.2 ADDITIONAL INFORMATION. Each Bidder submitting a Bid shall, upon request, submit a Contractor's Statement of Qualifications in the form specified by the Agency and all additional information as required by the Agency to support the Agency's evaluation of the responsibility of the Bidder.

6.2.1 Each Bidder, by submitting a Bid, agrees to waive any claim it has or may have against the State, the Agency, the A/E and their respective employees arising out of or in connection with the administration, evaluation or recommendation of any bid.

3.35 *Delete Article 7 in its entirety and substitute the following:*

ARTICLE 7 PERFORMANCE AND PAYMENT BONDS

7.1 BOND REQUIREMENTS

7.1.1 When required by the SE-310, the Contractor shall provide and pay the cost of Performance and Labor and Material Payment Bonds as described and defined in Paragraph 11.5 of 00811-OSE, *Standard Supplementary Conditions*.

7.2 TIME OF DELIVERY

7.2.1 When bonds are required by the SE-310, the Contractor shall have a maximum of twenty-one (21) days from the date of posting of the SE-370, to deliver the Performance and Labor and Material Payment Bonds, Certificate of Insurance and the Contract (signed by Contractor only). Failure to deliver these documents as required shall entitle the Agency to consider the Bidder non-responsible and to declare the Bid Security forfeited.

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3.36 *Insert Article 9 as follows:*

ARTICLE 9 PROJECT INFORMATION

9.1 PROJECT NAME: _____

PROJECT NUMBER: _____

PROJECT LOCATION: _____

9.2 Bids sent by mail or special delivery service (UPS, FedEx, etc.) should be labeled "SEALED BID ENCLOSED", and shall be addressed to the Agency's designated purchasing office as follows:

Name of Agency: _____

Designated Purchasing Office: _____

Office Address: _____

(Include building and room number)

Agency Representative: _____

(Name and Title)

Contact Information: _____

Telephone

Fax

E-Mail

Special Documents Required for this Project are as follows: *(list or reference attachments)*

9.3 The SE-370, *Notice of Intent to Award*, will be posted at the following time and location:

Room or Area of Posting: _____

Building Where Posted: _____

Address of Building: _____

Date of Posting: _____

9.4 Other Special Conditions of the Work, are listed below, or attached as referenced. *(if none, so state)*

1. See Article 3.104 and 3.105 of 00811-OSE Standard Supplemental Conditions Modifying Article 11.4 of AIA Document A201, 1997 Edition, requiring the contractor to provide the builder's risk insurance on the project.

2. Contractor shall comply with the attached "Certification Regarding Illegal Immigration (Nov. 2008)."

CERTIFICATION REGARDING ILLEGAL IMMIGRATION (NOVEMBER 2008)

(An overview is available at www.procurement.sc.gov)

By signing your bid, the contractor certifies that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.